

SERIAL 05198 RFP EMERGENCY NOTIFICATION SYSTEM

DATE OF LAST REVISION: August 03, 2006

CONTRACT END DATE: August 31, 2009

CONTRACT PERIOD THROUGH AUGUST 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EMERGENCY NOTIFICATION SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 03, 2006 (Eff. 09/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Dennis Cvancara, Emergency Management
Mary Kanaan, Emergency Management
Glen Floe, Emergency Management
Chris Baldwin, Telecommunications
Mirheta Muslic, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 05198-RFP

This Contract is entered into this 3rd day of August, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and DIALOGIC COMMUNICATIONS CORPORATION, an Tennessee corporation ("Contractor") for the purchase of EMERGENCY NOTIFICATION SYSTEM services.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of September, 2006 and ending the 31st day of August, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of Two (2) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, description of services, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service or delivery
- 2.3.1.8 Quantity (number of days or weeks)
- 2.3.1.9 Description of Purchase (product or services)
- 2.3.1.10 Pricing per unit of purchase
- 2.3.1.11 Freight (if applicable)
- 2.3.1.12 Extended price
- 2.3.1.13 Mileage w/rate (if applicable)
- 2.3.1.14 Arrival and completion time (if applicable)
- 2.3.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or intentional mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or intentional mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Dialogic Communications Corp.
730 Cool Springs Blvd., Suite 300
Franklin, TN. 37067
Attn: Jeff Griffin

4.6 REQUIREMENTS CONTRACT:

- 4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

4.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

- 4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATURE

David B. Hanna, V.P.-Business Services
PRINTED NAME AND TITLE
730 Cool Springs Blvd., Suite 300
Franklin, TN 37067
ADDRESS

7/31/2006
DATE

MARICOPA COUNTY

BY: 
DIRECTOR, MATERIALS MANAGEMENT

8/3/06
DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

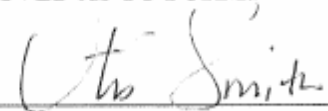
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:


DEPUTY MARICOPA COUNTY ATTORNEY

8/11/6
DATE

**EXHIBIT A -
PRICING**

SERIAL 05198-RFP

PRICING SHEET: B0700183 S048901/NIGP 91572

BIDDER NAME:	<u>Dialogic Communications Corporation</u>
VENDOR # :	<u>W000006878</u>
BIDDER ADDRESS:	<u>730 Cool Springs Blvd., Suite 300, Franklin, TN 37067</u>
P.O. ADDRESS:	<u></u>
BIDDER PHONE #:	<u>650.321.5847</u>
BIDDER FAX #:	<u>650.321.5847</u>
COMPANY WEB SITE:	<u>www.dccusa.com</u>
COMPANY CONTACT (REP):	<u>Jeff Griffin</u>
E-MAIL ADDRESS (REP):	<u>jeff.griffin@dccusa.com</u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:

☐ YES ☐ NO

☒ Yes

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS:

NET 30 ☒

1.0 PRICING - IMPLEMENTATION:

Includes hosted Communicator! NXT and Geocast Web

1.1 IMPLEMENTATION COSTS

\$6,000 Account setup - 10 accounts

To Include HOSTED Communicater NXT and Geocast Web
(Optional)

1.2 TRAINING COSTS

1.2.1 Training at DCC University (Option)

\$1,200.00 Per Person

Training at DCC Location (Travel Expenses at discretion
of Maricopa County)

1.2.2 Training via Web Seminar (Option)

Per (6) Person Sessions at Maricopa County Location

\$500.00 Per Session - Group of (6)
or Less

2.0 PRICING - SERVICE COSTS

2.1 MINUTE BLOCKS (100,000 Minutes Annually)

\$9,000 (first 2,000 mins free)

2.2 ADDITIONAL BLOCKS OF MINUTES

May expand to include options in regards to sizes of blocks

\$6,000 /(50,000 mins.)

**2.3 Annual System Support and Maintenance Agreement
(If applicable)**

To include any Help Desk, After Hour Support Costs, if applicable
Please expand to include itemized breakdown if applicable

\$12,500 Annually (incl. VPN)

EXHIBIT B – SCOPE OF WORK

1.0 INTENT

An EMERGENCY NOTIFICATION SYSTEM (ENS) with components is required to support Maricopa County communications capability during a critical event that could potentially result in a serious disruption of governmental operations for an extended period. The ENS must allow management to: notify key internal staff, other governmental agencies, other political subdivisions within Maricopa County, quickly and effectively, using a variety of communication devices as identified below. It **should** initiate, log and manage all emergency notifications, and be capable of automatically delivering messages, collecting the responses in real-time and connecting individuals to a conference bridge. The hosted service must allow the dissemination of messages, either pre-recorded or created on-the-fly, to specific individuals or selected groups of individuals throughout Maricopa County. Activation of a notification or scenario should be accomplished either by phone or via the Internet. In addition, the ENS **should** provide a Text-to-Speech capability.

The ENS must be capable of delivering voice/text messages to the following devices:

- EMAIL (w/attachments)
- Cellular/Wireless Phones
- FAX
- PAGER (Alpha & Numeric)
- PDA/BlackBerry/TREO
- SMS
- Satellite Phones

2.0 SCOPE OF WORK

2.1 TECHNICAL REQUIREMENTS – APPLICATION/ CONNECTIVITY:

- 2.1.1 The emergency notification system must be able to automate communications and send notifications to individuals based on grouping structures and other criteria (e.g., emergency teams, management, etc.).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.2 ASP system (emergency notification system) must be operational 99.99% of time.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.3 The emergency notification system must be completely web-based. No hardware or software will be installed on-premise, excluding web browsers.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.4 The emergency notification system must be provided through a service supported by back-up operations (alternate hosted facility).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.5 The emergency notification system must be scalable in the event more phone resources are required.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.6 The emergency notification system must be able to deliver the message using a calling sequence so if a call recipient is not available on the first device, the emergency notification system will try the next device on the list (and so on).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.7 The vendor must provide access to inbound-only phone lines during an outbound notification so that paged parties can call into the emergency notification system to (a) confirm receipt of the page, and or (b) obtain additional information.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.8 The emergency notification system should have the ability to record speech via the Internet (i.e., make voice recordings).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.9 The emergency notification system should be able to provide multiple, simultaneous access for developing, maintaining and activating notifications.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.1.10 The emergency notification system should have the ability to record speech for messages over the phone.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.2 TECHNICAL REQUIREMENTS – CAPABILITIES

The solution must include web-based, scenario-driven functionality for calling employees. Users must be able to pre-establish multiple scenarios (minimum of 300) that include the following elements:

- 2.2.1 The contacts application element of the emergency notification system should be capable of storing contact information on 20,000 individuals.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.2.2 The contacts application element of the emergency notification system should be able to include a field for a personalized identification code that can be assigned by the user rather than automatically assigned by the emergency notification system.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.2.3 The contacts application element of the emergency notification system should allow for as many telephone numbers, email addresses, and pager numbers (including multiple pager services) for each individual as desired.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.2.4 The contacts application element of the emergency notification system should allow us to define our own fields (user-defined fields) for, among other purposes, dynamic creation of groups using specific look-up criteria.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.2.5 The contacts application element of the emergency notification system should be able to automatically poll contacts or allow contacts members to update their own contact information.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.2.6 The contacts application element of the emergency notification system should be searchable on any field within the contact database.

DCC Response: Partial. I meet this requirement part way or meet this requirement using an alternative approach. DCC offers search on all fields except Phone Numbers and Email Addresses.

- 2.2.7 Emergency notification system must discontinue calling a person once that person has been contact by any calling method.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months. Note: DCC defines contact as any two way device where contact can be confirmed. For example it would not be possible for confirm a person has received a page if the pager is not a two-way pager

2.3 TECHNICAL REQUIREMENTS – GROUPING

- 2.3.1 The group application element of the emergency notification system should allow the user to build notification groups by either (a) dragging and dropping individual contacts into a group, or (b) using look-up criteria of one or more fields to automatically place contacts in a group at the time of scenario activation.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.3.2 The emergency notification system should allow any number of groups in a scenario.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.3.3 The emergency notification system should include the ability to prioritize the groups within a scenario.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.3.4 Contacts must be able to be in any number of groups.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.3.5 The emergency notification system should allow export of group information.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.3.6 Individuals (users) that create groups must be able to grant access to security users for the purpose of updating or deleting the groups where necessary.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business

environment. Item has been in a released production version for at least 6 months.

- 2.3.7 Individuals that create or modify groups must be able to define as much criteria as may be necessary to pull in the appropriate contacts.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.3.8 Individuals that maintain groups must be able to sort individuals within groups by any field within the contact database.

DCC Response: Partial. I meet this requirement part way. DCC does not offer sorting on phone number or email address.

2.4 **TECHINCAL REQUIREMENTS – SCENARIOS**

- 2.4.1 The scenario application element of the emergency notification system should allow a user to assign groups to be notified, including as many groups as desired, in addition to:

- Order in which personnel within a group are to be notified
- Number of personnel within the group to be notified

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.2 The scenario application element of the emergency notification system should allow a user to assign the sequence in which communication devices are to be contacted (e.g., page first, wait, then call work number, then home number, then cell number).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.3 The scenario application element of the emergency notification system should allow a user to assign a separate sequence for communication devices to be contacted after-hours.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.4 The scenario application element of the emergency notification system should allow a user to assign the number of attempts to reach individuals, and the amount of time to wait between attempts.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.5 The scenario application element of the emergency notification system should be capable of executing multiple scenarios simultaneously and without user intervention; must also provide the ability to allocate phone line resources based on the priority level of the scenario.

- Low priority scenarios must yield phone line resources to high priority scenarios.
- Scenarios with comparable priorities must share phone line resources.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.6 The scenario application element of the emergency notification system should allow a selection of reports to be distributed to specify contacts.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.7 The scenario application element of the emergency notification system should allow a user to assign the reporting methodology to multiple email recipients.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.8 The scenario application element of the emergency notification system should allow an authorized user to assign specific people the authority to access, modify, delete, or activate certain scenarios.

Modify, Activate and Delete only

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.9 The scenario application element of the emergency notification system should allow a user to choose whether a personal ID code must be entered before the emergency notification system will deliver the message.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.10 The scenario application element of the emergency notification system should allow a user to choose the answering machine procedures to be used (i.e., whether activation message is delivered, a call-back number or an alternate message).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.11 The scenario application element of the emergency notification system should allow a user to assign the duration of call-out (e.g., 1 hour, 30 minutes, 5 minutes, 24 hours, etc.).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is

installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.4.12 The scenario application element of the emergency notification system should allow a user to assign the sequence of events during the call with the following options:
- Introduction
 - Request for personal ID code
 - Incident-specific (on-the-fly) message
 - Questions (e.g., estimated time of arrival, do you understand, need more time to respond, fit for duty, transfer to live operator, repeat message, and others including user-defined questions)

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.5 TECHNICAL REQUIREMENTS – ACTIVATION

- 2.5.1 Once the user has activated a call list via phone, outbound phone calls must begin being placed immediately and be delivered at a contracted Service Level Agreement (SLA).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.2 The ASP solution (emergency notification system) must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.3 Customer must be able to activate a call-out from any location (through a PC with Internet access or via a touch-tone phone) given the proper security access is granted.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.4 The customer must be given the option of recording a message at the time of activation (on-the-fly) or to use a previously recorded message.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.5 The emergency notification system should include ability to tag contacts in and out of the call-out at the point of activation.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment.

environment. Item has been in a released production version for at least 6 months.

- 2.5.6 The emergency notification system should include reports that can be viewed on-line “real time”, emailed or printed to multiple persons/locations.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.7 The emergency notification system should include a variety of reports available for viewing at pre-determined intervals or upon call-out completion.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.8 The emergency notification system should allow an authorized user to stop a call-out and activate it again only contacting those individuals not previously called.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.9 The emergency notification system must include the ability to stop a call out via the Internet or over the phone.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.10 Activations do not require vendor intervention, such as an operator.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.11 The authorized user must be able to change scenario options at activation.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.5.12 Activations should be able to be scheduled and automatically activated by the emergency notification system without any user invention.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.6 TECHNICAL REQUIREMENTS – CALL LIST SELECTION

- 2.6.1 The final call list for a scenario and used for a call-out must be based on one contact database from which individuals are pulled into groups.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.6.2 The emergency notification system must have the ability to create groups of individually selected contacts or dynamically based on common information.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.6.3 The emergency notification system must allow the use of multiple groups for different call-outs, and allow a group to be used on more than one call-out.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.6.4 The emergency notification system must not allow individuals to opt out of future call-outs.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.7 TECHNICAL REQUIREMENTS – MESSAGES

- 2.7.1 The emergency notification system provides the capabilities to indicate whether the call recipient has received the notification message via a confirmation receipt.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.7.2 The emergency notification system must allow for message security so that users must enter their own unique 1- to 9-digit pin code to receive the notification message.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.7.3 The emergency notification system must provide the customer with a means to indicate whether to deliver messages to answering machines or voice mail systems and, if so, to indicate which message will be delivered.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

environment. Item has been in a released production version for at least 6 months.

- 2.7.4 The emergency notification system must include the capability of storing any number of predefined messages.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months. Messages are stored in a message database, or “library.” Scenarios can then be built and draw from the message library. There is no limit to the number of messages that can be stored in the message library.

- 2.7.5 The emergency notification system has to provide the means to deliver messages via phones (land line and wireless), email, fax, alpha pagers and numeric pagers.

DCC Response: Partial. I meet this requirement part way or meet this requirement using an alternative approach. DCC quotes herein all devices except fax. DCC offers hosted services on either shared servers for a significant cost savings or dedicated servers, which are a more costly approach. On the shared server, faxing is not offered as it requires more hardware and significantly reduces voice ports. On a dedicated server, Maricopa can have faxing. However, we recommend that Maricopa consider email as an alternative to fax for its speed, reliability and cost savings.

- 2.7.6 The emergency notification system must provide the means for users to record messages via voice (phone or Internet) and be able to convert text to speech and delivery the voice message.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.7.7 The emergency notification system should include the ability to transfer a call-recipient to a conference bridge. **Define how this will be done.**

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

The user will choose a call flow that includes transfer and will define the transfer as a call into a conference bridge. The recipient of the call will be prompted to press a key to be transferred in the conference bridge.

- 2.7.8 The emergency notification system must not require vendor intervention to record the message to be delivered.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.7.9 Email and fax notifications should be able to include attachments (drawings, maps, lists, etc.).

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business

environment. Item has been in a released production version for at least 6 months.

- 2.7.10 Messages should be able to include auto text such as system, contact, group or scenario information.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.7.11 Message input is compatible with all delivery device types. (No separate messages for a different device, one message for all)

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.8 TECHNICAL REQUIREMENTS – DELIVERY CONFIRMATION

- 2.8.1 The emergency notification system must provide a means for customers to receive both email and printed reports of notification deliveries.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.8.2 Audit trail reports must be automatically received at the end of each call-out without requiring a telephone request to the vendor.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.8.3 The emergency notification system must be able to provide a secure means for message confirmation such that the individual call-recipient must have their own unique ID for calling in to get secured messages.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.9 TECHNICAL REQUIREMENTS – PAGING/EMAIL

- 2.9.1 The emergency notification system must allow pager script protocols for a particular pager service to be managed by the administrator. Contacts then must be easily associated with appropriate pager services.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.9.2 The emergency notification system must be able to send pages to all pagers, regardless of whether the pager service provider uses one generic phone number and a PIN or each pager has its own phone number.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.9.3 For ease-of-use, the emergency notification system must provide an email interface to allow users to email notifications and reports, including:
- Storing unlimited email messages
 - Sending different email messages with different call-outs
 - Sending predefined email messages or on-the-fly email messages
 - Maintaining multiple email addresses per person
 - Attachment of files to the email body

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.10 TECHNICAL REQUIREMENTS – INBOUND CALLING

- 2.10.1 The emergency notification system must allow the retrieval of information so the staff can get updates on subjects such as report to work status, weather-related information, etc.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.10.2 The emergency notification system must be able to store a large amount of information segments that can be managed remotely through a touch-tone phone (provided security codes) or via the server.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months. Communicator NXT offers phone activation, whereby the user is led through a series of prompts to enter a security PIN, and scenario ID# and if desired, to record a new message prior to launching a scenario.

- 2.10.3 The emergency notification system must be able to perform outbound call-outs for staff recalls while simultaneously delivering community information through an inbound calling feature.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.11 TECHNICAL REQUIREMENTS – ADDITIONAL FEATURES

- 2.11.1 User assistance tools must include the following:
- Extensive on-line, interactive help including key subject areas and indexed subject matter.
 - Import capability

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current

feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.11.2 The vendor must be able to provide specific training for administrators and users.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.11.3 The vendor must be able to provide training via web cast, on-site at our facility or off-site at a vendor-hosted facility.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.11.4 The vendor must provide 24x7x365 support.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.12 **BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES (MANDATORY)**

- 2.12.1 Your current and proposed Business Continuity Practices and Approaches as they relate to the daily operation and possible interruptions of service (OUTAGES).

DCC Response: Yes, our hosting operations employ co-production architecture, with both live customers and back-up systems housed in each company facility. No facility is “all-backup” or “all-active”. This ensures that infrastructure is continuously exercised to confirm “real-life” operational status versus a hypothetical automated test confirmation that might miss key system aspects.

- 2.12.2 Your current and proposed Data Backup and Restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities.

DCC Response: Yes, in addition to DataSync, DCC offers:

- ✓ A full systems backup will be performed weekly. Weekly backups will be saved for a full month.
- ✓ The last weekly backup of the month will be saved as a monthly backup. The other weekly backup media will be recycled for other uses or destroyed
- ✓ Monthly backups will be saved for one year, at which time the media will be recycled or destroyed.
- ✓ Incremental backups will be performed daily. Incremental backups will be retained for two weeks, at which time the media will be recycled or destroyed.
- ✓ All backups will be stored in a secure, off site location. Proper environment controls, temperature, humidity and fire protection, shall be maintained at the storage location.

- ✓ All backup media that is not re-usable shall be thoroughly destroyed in an approved manner. Backup media that is used for other purposes shall be thoroughly erased.
- ✓ Periodic tests of the backups will be performed if files can be restored.

- 2.12.3 Your current and proposed Disaster Recovery Procedures and Standards and how they will be implemented into the proposed system solution to cover any disruptions in service (OUTAGES) and minimize any downtime.

DCC Response: Yes, the company's hosted service includes web and phone access to a complete shared back-up system with calling capabilities and updates via DCC's Data Sync service. DataSync automatically updates each customer's hosted back-up solution with data from the primary system on a four-hour basis. Because DataSync back-ups are stored at the off-site back-up system, they are immediately available for emergency data recovery of the primary system – usually long before normal back-up media can be brought on-line.

2.13 **SYSTEM SECURITY**

- 2.13.1 Product must provide ability to restrict edit access to screens / records.

DCC Response: Yes, I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.13.2 Product must provide ability to restrict view access to screens/records.

DCC Response: Yes, I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.13.3 Product must provide logging of all changes to screens/records and identify who has made the changes.

DCC Response: Yes, I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.13.4 Product must provide adequate access/authorization controls and adjust access (read, write/update, delete) accordingly.

DCC Response: Yes, I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

- 2.13.5 Product supports HTTPS.

DCC Response: Yes, I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.13.6 Product provides programmatic controls for common web vulnerabilities.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.13.7 Product must comply with the requirements of Maricopa County standards for access from the Internet.

DCC Response: Yes. I meet this requirement 100% as stated. This item is a current feature or function in our production released system as listed within our proposal, and is installed and used by at least 2 or more existing customers in a full production business environment. Item has been in a released production version for at least 6 months.

2.14 **TERMS AND PAYMENT**

- *25% System Implementation and/or Base Cost - Contract Signing and Delivery of Implementation Schedule*
- *25% System Implementation and/or Base Cost - Installation completion to include establishment of connectivity.*
- *90 days after “go live” date, with fully successful operations determination of acceptance, 50% of system Implementation and/or Base cost, plus any other additional applicable costs.*

2.15 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.16 **ACCEPTANCE:**

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.17 **FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.18 TRAINING:

DCC provides training through a comprehensive education program, dubbed “DCC University.” Courses are offered on a regular basis at DCC’s headquarters, in various regional locations, and/or on-line through web conferencing.

Although our solutions are easy to use, training ensures users will be able to effectively utilize all product features when the need arises. Training includes the following benefits:

- Provides an environment conducive for focused learning
- Allows attendees to network with peers across industries and learn how others are using the system
- Gives you the opportunity to ask questions and learn about features specific to an agency’s needs
- Includes training manual, step-by-step instructions, templates and forms

Training classes may be conducted at the customer’s facility as well. To view the current schedule for in-house training held at DCC’s headquarters in Franklin, Tennessee, visit <http://www.dccusa.com/training.asp>.

Many DCC University courses are fully-accredited by the American Council on Education. Users who complete a full training class may receive Continuing Education Units (CEUs).

PLEASE SEE EXHIBIT A – PRICING FOR TRAINING OPTIONS

2.19 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.20 DELIVERY:

It shall be the Contractor’s responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.21 LICENSED SOFTWARE WARRANTY:

The Contractor shall provide Maricopa County with the manufacturer’s warranty for all applicable licensed software provided by contractor. The length of the manufacturer’s warranty shall be deemed the Base Licensed Software Warranty Period for each software product. During the Base Licensed Software Warranty Period for each software product, Contractor shall, **without** additional cost to Maricopa County and in a timely manner without delay, provide to Maricopa County all changes to the licensed software packages that are necessary to maintain the software warranties, or deemed necessary by the software publisher(s), such as minor or major patches or upgrades to fix bugs or problems in the software. Corrective actions that require access to Maricopa County’s computer systems or network shall be performed at a time and manner agreed to by the Emergency Management Manager. Contractor shall provide Maricopa County with copies of all software manufacturer’s warranty terms and registration materials.

2.22 Customer SUPPORT

After installation, customer support will be provided through DCC's Customer Support department/Help Desk. Generally the support staff members are not assigned to specific accounts. DCC maintains a comprehensive support database that tracks technical history, including previous support calls, of every customer. When a customer calls the team, the customer will be delivered to the first available staff member, who will initiate support to assist with questions and provide technical support as needed.

DCC Help Desk hours are Monday – Friday 8:00 am – 5:00 pm CST, excluding holidays. Outside normal business hours, the staff is available for emergency assistance.

Phone Number: 615-794-2307

Fax Number: 615-790-1329

Email: support@dccusa.com

DCC uses a two-tiered approach to support, providing the most common and basic support from tier one staff members. If a problem is more involved, tier two staff members will be assigned to the case ensuring a successful resolve to any issue that may present itself.

In addition to phone and remote support, DCC maintains a comprehensive support website to include product-specific knowledge bases, updates, patches, manuals and other resources to assist customers.

DIALOGIC COMMUNICATIONS CORPORATION, 470 NEVADA AVENUE, PALO ALTO, CA 94301

PRICING SHEET: B0700183/S048901/NIGP 91572

Terms:	NET 30
Vendor Number:	W000006878 X
Telephone Number:	650/321-5847
Fax Number:	650/321-5847
Contact Person:	Jeff Griffin
E-mail Address:	Jeff.Griffin@dccusa.com
Company Web Site:	www.dccusa.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending August 31, 2009.